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premiums and has children dependent on her. *Leaf v. Leaf*, 92 Ky. 166, 17 S. W. 354, 854. And even where the certificate provides that it must be payable to one of the member's family, a divorced wife has a right to the benefit fund of the absence of any change of beneficiary by the husband. The court in deciding this case held that the certificate created a valid contract, upon sufficient consideration, with the member to whom it was issued, and could not be avoided. *Courtois v. Grand Lodge*, 135 Cal. 552, 67 Pac. 970.

It is well settled that in a regular life policy, divorce does not affect the right of the wife to the insurance. *Grego v. Grego*, 78 Miss. 443, 28 So. 817; *Schmidt v. Hauer*, 139 Iowa 531, 111 N. W. 966; *Blum v. New York Life Ins. Co.*, 197 Mo. 513, 95 S. W. 317. The rule as to mutual benefit companies is the same. The distinction between mutual companies and associations must be noted. *Overhiser v. Mutual Life Ins. Co.*, 63 Ohio St. 77, 50 L. R. A. 552; *Wallace v. Mutual Benefit Life Ins. Co.*, 97 Minn. 27, 100 N. W. 84, 3 L. R. A. (N. S.) 478. Although a contrary decision was made in *Hatch v. Hatch*, 35 Tex. App. 373, 80 S. W. 411.

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**Telegraphs and Telephones—Liability for Receipt and Delivery of Forged Message.**—In *Western Union Telegraph Co. v. Citizens' Bank*, 223 S. W. 29, the Supreme Court of Arkansas held that where a telegraph operator habitually received messages over the telephone from the officers of a bank, the telegraph company was not liable to the bank for damages by receipt and delivery of a forged message, in the absence of suspicious facts or circumstances; the company not being negligent.

The court said in part: "With regard to the duties of telegraph companies in the case of a forged message, it is generally held that, in the absence of notice of facts or circumstances which would awaken inquiry and arouse suspicion in the mind of a person of ordinary prudence in a like situation, regarding the authority of the person who presents a message for transmission to send it, the exercise by a telegraph company of reasonable care to receive and transmit genuine and authorized messages only does not require it to investigate, or ascertain the identity or authority to send it of the person who tenders a message for transmission, whether it is in writing or spoken directly to the operator or is communicated to him by telephone. 26 R. C. L. p. 557, § 62. \* \* \*

"When the plaintiffs proved the delivery of the message, the loss resulting from reliance and action on it, without negligence on their part, and that no message had been sent by either of them, they made out a case against the telegraph company, and the burden of proof was cast upon it to show that it was not guilty of negligence in the premises. The reason is that the means of showing that there was no negligence on the part of the telegraph company was within the

exclusive possession of the company. To require the plaintiff to show negligence after having made out a prima facie case would, in many cases, enable the company to evade a just liability. *Western U. Teleg. Co. v. Short*, 53 Ark. 434, 9 L. R. A. 744, 14 S. W. 649; *Little Rock & Ft. S. Teleg. Co. v. Davis*, 41 Ark. 79.

"Under a state of facts in all essential respects similar to the case at bar, the United States circuit court of appeals, eighth circuit, in *Bank of Havelock v. Western U. Telg. Co.*, 4 L. R. A. (N. S.) 181, 72 C. C. A. 580, 141 Fed. 522, 5 Ann. Cas. 515, held that a verdict was properly directed in favor of the telegraph company. Judge Sanborn, in discussing the question said: 'The great purpose of telegraphy is the quick transmission of messages from senders to addressees. In the conduct of this business, all other considerations are subordinate. The telephone furnishes the most speedy and convenient means of communicating these messages from the senders to the offices of the telegraph companies, and from these offices to the addressees of messages. For this reason its use for this purpose has become general throughout the land. The persons who operate the telephones are not generally the business men or officers of corporations in whom the authority to send the telegrams is vested in the first instance, but young men and women to whom this authority is delegated by parol, frequently through several intermediaries. An inquiry and decision by telegraph operators of the identity of those who speak the messages over the telephone are utterly incompatible with their rapid receipt and transmission, and a new duty to investigate and determine this authority before sending the messages,—a duty which would be so deleterious to the prime object of the business of telegraphy,—ought not to be imposed without great hesitation. It is true that the use of new inventions often creates new rights and imposes new duties. But the duty was never imposed upon telegraph companies, before the use of telephones, to ascertain the genuineness of the signatures to written messages, and the authority of those who presented them to direct their transmission, and no reason occurs to us why a duty of this nature should now be imposed upon them in receiving messages by telephone.'"